

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Total Administrative Services Corporation		03/13/2014	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	1 West Main Street		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53703		
Entity Type:	National Bank: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3523409	T AGRIPLAN	
Registration Number:	4025522	T BIZPLAN NOW	
Registration Number:	3523541	T COBRATODAY	
Registration Number:	3530175	T DIRECTPAY	
Registration Number:	3892012	T ERISAEDGE	
Registration Number:	3523539	T FLEXSYSTEM	
Registration Number:	3987683	FMLAMATTERS	
Registration Number:	4284655	MYSERVICE CENTER	
Registration Number:	4212435	MYBENEFITS. MYCASH. MYWAY.	
Registration Number:	3523474	T TASC	
CORRESPONDENCE DATA			
Fax Number:	6082832275		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	608-257-3501		
Email:	kateelin@michaelbest.com		
Correspondent Name:	Kelly Teelin, Paralegal		
Address Line 1:	1 S. Pinckney St., Ste. 700		
Address Line 2:	Michael Best & Friedrich LLP		
Address Line 4:	Madison, WISCONSIN 53703		

TRADEMARK

ATTORNEY DOCKET NUMBER:	063647-0108
NAME OF SUBMITTER:	Kelly Teelin
SIGNATURE:	/Kelly Teelin/
DATE SIGNED:	04/09/2014

Total Attachments: 33

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General Security Agreement

This General Security Agreement (this "*Agreement*") is dated as of March 13, 2014, between Total Administrative Services Corporation, a Wisconsin corporation (the "*Borrower*" or "*Debtor*"), with its mailing address as set forth in Section 11(c) hereof, and BMO HARRIS BANK N.A., as Administrative Agent for the Secured Parties (as hereinafter defined) (in such capacity, together with its successors and assigns in such capacity, if any, the "*Agent*"), with its mailing address as set forth in Section 11(c) hereof.

Preliminary Statements

A. The Borrower has requested that the Lenders from time to time extend credit or otherwise make financial accommodations available to or for the account of the Borrower, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of March 13, 2014, among the Debtors, the financial institutions from time to time party thereto as lenders (the "*Lenders*"), and BMO HARRIS BANK N.A., as Administrative Agent, as the same may from time to time be amended, restated, supplemented, or otherwise modified from time to time (the "*Credit Agreement*"; capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Credit Agreement).

B. As a condition to extending credit or otherwise making financial accommodations available to or for the account of the Borrower, the Agent and the other Secured Parties each require, among other things, that Debtor grant the Agent, for the ratable benefit of the Secured Parties, a security interest in Debtor's personal property described herein subject to the terms and conditions hereof.

Now, Therefore, in consideration of the benefits accruing to Debtor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest. As collateral security for the payment, performance and observance of all of the Secured Obligations, Debtor hereby pledges and assigns to Administrative Agent (and its agents and designees), for the benefit of the Secured Parties, and grants to Administrative Agent (and its agents and designees), for the benefit of the Secured Parties, a continuing security interest in, all of the following property of Debtor, wherever located and whether now or hereafter existing and whether now owned or hereafter acquired (all being collectively referred to herein as the "*Collateral*");

- (a) all Accounts (including Health Care Insurance Receivables, if any);
- (b) all Chattel Paper (whether tangible or electronic);
- (c) all Commercial Tort Claims described on Schedule F hereto or on one or more supplements to this Agreement);

(d) all Deposit Accounts and all cash and all other property from time to time deposited therein or otherwise credited thereto;

(e) all Documents;

(f) all General Intangibles (including, without limitation, all Payment Intangibles, Intellectual Property and Licenses);

(g) all Goods, including, without limitation, all Equipment (including rolling stock), Fixtures, and Inventory;

(h) all Instruments (including, without limitation, all Promissory Notes);

(i) all Investment Property (including certificated and uncertificated Securities, Securities Accounts, Security Entitlements, Commodity Accounts, and Commodity Contracts);

(j) all Letter-of-Credit Rights;

(k) all Pledged Interests;

(l) all Supporting Obligations;

(m) all supporting evidence and documents relating to any of the above described property, including, without limitation, computer programs, disks, tapes and related electronic data processing media, and all rights of such Grantor to retrieve the same from third parties, written applications, credit information, account cards, payment records, correspondence, delivery and installation certificates, invoice copies, delivery receipts, notes, and other evidences of indebtedness, insurance certificates and the like, together with all books of account, ledgers, and cabinets in which the same are reflected or maintained;

(n) all Accessions and additions to, and substitutions and replacements of, any and all of the foregoing; and

(o) all Proceeds and products of the foregoing, and all insurance of the foregoing and proceeds thereof;

in each case howsoever Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).

All terms which are used in this Agreement which are defined in the Uniform Commercial Code of the State of Wisconsin in effect from time to time ("UCC") shall have the same meanings herein as such terms are defined in the UCC, unless this Agreement shall otherwise specifically provide. For purposes of this Agreement, the term "*Receivables*" means all rights to the payment

of a monetary obligation, whether or not earned by performance, and whether evidenced by an Account, Chattel Paper, Instrument, General Intangible, or otherwise.

Section 2. Secured Obligations Hereby Secured. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "*Secured Obligations*"):

(a) the prompt payment by each Loan Party, as and when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all amounts from time to time owing by it in respect of the Obligations, Hedging Liability, and Funds Transfer and Deposit Account Liability; and

(b) the due performance and observance by each Loan Party of all of its other obligations from time to time existing in respect of the Loan Documents and all documents evidencing the Obligations, Hedging Liability, and Funds Transfer and Deposit Account Liability.

Section 3. Covenants, Agreements, Representations and Warranties. Debtor hereby covenants and agrees with, and represents and warrants to, the Agent that:

(a) Debtor is a corporation duly organized and validly existing in good standing under the laws of the State of Wisconsin. Debtor shall not change its jurisdiction of organization without the Agent's prior written consent. Debtor is the sole and lawful owner of its Collateral, and has full right, power and authority to enter into this Agreement and to perform each and all of the matters and things herein provided for. The execution and delivery of this Agreement, and the observance and performance of each of the matters and things herein set forth, will not (i) contravene or constitute a default under any provision of law or any judgment, injunction, order or decree binding upon Debtor or any provision of Debtor's organizational documents (e.g., charter, articles or certificate of incorporation and by-laws, articles or certificate of formation and limited liability company operating agreement, partnership agreement, or similar organizational documents) or any covenant, indenture or agreement of or affecting Debtor or any of its property or (ii) result in the creation or imposition of any lien or encumbrance on any property of Debtor except for the lien and security interest granted to the Agent for the ratable benefit of the Secured Parties hereunder. Debtor's organizational registration number (if any) is listed under Item 3 on Schedule A.

(b) Debtor's chief executive office and principal place of business is at, and Debtor keeps and shall keep all of its books and records relating to Receivables only at the locations listed under Item 1 on Schedule A; and Debtor has no other executive offices or places of business other than those listed under Item 1 on Schedule A. The Collateral is and shall remain in Debtor's possession or control at the locations listed under Item 2 on Schedule A (collectively, the "*Permitted Collateral Locations*"). If for any reason any Collateral is at any time kept or located at a location other than a Permitted Collateral Location, the Agent shall nevertheless have and retain a lien on and security interest therein. Debtor owns and shall at all times own all Permitted Collateral Locations at which its Collateral is located, except to the extent otherwise disclosed under Item 2 on Schedule A. Debtor shall not move its chief executive office or

maintain a place of business at a location other than those specified under Item 1 on Schedule A or permit the Collateral to be located at a location other than those specified under Item 2 on Schedule A, in each case without first providing the Agent 30 days' prior written notice of Debtor's intent to do so; *provided* that Debtor shall at all times maintain its chief executive office and, unless otherwise specifically agreed to in writing by the Agent, Permitted Collateral Locations in the United States of America and, with respect to any new chief executive office or place of business or location of Collateral, Debtor shall have taken all action requested by the Agent to maintain the lien and security interest of the Agent in the Collateral at all times fully perfected and in full force and effect.

(c) Debtor's legal name and jurisdiction of organization is correctly set forth in the first paragraph of this Agreement. Debtor has not transacted business at any time during the immediately preceding five-year period, and does not currently transact business, under any other legal names or trade names other than the prior legal names and trade names (if any) set forth on Schedule B attached hereto. Debtor shall not change its legal name or transact business under any other trade name without first giving 30 days' prior written notice of its intent to do so to the Agent.

(d) The Collateral and every part thereof is and shall be free and clear of all security interests, liens, attachments, levies, and encumbrances of every kind, nature and description, whether voluntary or involuntary, except for the lien and security interest of the Agent therein and as otherwise permitted pursuant to Section 7.2 of the Credit Agreement. Debtor shall warrant and defend the Collateral against any claims and demands of all persons at any time claiming the same or any interest in the Collateral adverse to the Agent.

(e) Debtor shall promptly pay when due all taxes, assessments and governmental charges and levies upon or against Debtor or any of its Collateral, to the extent the same are material and in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings which prevent foreclosure or other realization upon any of such Collateral and preclude interference with the operation of Debtor's business in the ordinary course, and Debtor shall have established adequate reserves therefor.

(f) Debtor shall not use, manufacture, sell, or distribute any Collateral in violation of any statute, ordinance, or other governmental requirement. Debtor shall not waste or destroy the Collateral or any part thereof or be negligent in the care or use of any Collateral. Debtor shall perform its material obligations under any contract or other agreement constituting part of the Collateral, it being understood and agreed that the Agent has no responsibility to perform such obligations.

(g) Except as set forth in Sections 4(b), 6(b), 6(c), and 7(c) hereof, Debtor shall not, without the Agent's prior written consent, sell, assign, mortgage, lease or otherwise dispose of the Collateral or any interest therein.

(h) Debtor shall at all times insure its Collateral consisting of tangible personal property against such risks and hazards as other persons similarly situated insure against, and including in

any event loss or damage by fire, theft, burglary, pilferage, loss in transit and such other hazards as the Agent may specify. All insurance required hereby shall be maintained in amounts and under policies and with insurers acceptable to the Agent, and all such policies shall contain loss payable clauses naming the Agent as loss payee as its interest may appear (and, if the Agent requests, naming the Agent as an additional insured therein) in a form acceptable to the Agent. All premiums on such insurance shall be paid by Debtor. Certificates of insurance evidencing compliance with the foregoing and, at the Agent's request, the policies of such insurance shall be delivered by Debtor to the Agent. All insurance required hereby shall provide that any loss shall be payable to the Agent notwithstanding any act or negligence of Debtor, shall provide that no cancellation thereof shall be effective until at least 30 days (15 days in the case of non-payment of premium) after receipt by Debtor and the Agent of written notice thereof, and shall be satisfactory to the Agent in all other respects. In case of any material loss, damage to, or destruction of its Collateral or any part thereof, Debtor shall promptly give written notice thereof to the Agent generally describing the nature and extent of such damage or destruction. In case of any loss, damage to or destruction of its Collateral or any part thereof, Debtor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for that purpose, at Debtor's cost and expense, shall promptly repair or replace the Collateral so lost, damaged, or destroyed, except to the extent such Collateral (i) prior to its loss, damage, or destruction, had become uneconomical, obsolete or worn out and (ii) is not necessary for or of importance to the proper conduct of Debtor's business in the ordinary course. In the event Debtor shall receive any proceeds of such insurance, then, solely to the extent Debtor does not use the proceeds so received either to repair or to replace the Collateral relating to such proceeds in accordance with the terms hereof and of the Credit Agreement, Debtor shall immediately pay over such proceeds to the Agent. Debtor hereby authorizes the Agent, at the Agent's option, to adjust, compromise and settle any losses under any insurance afforded at any time during the existence of any Event of Default, and Debtor does hereby irrevocably constitute the Agent, and each of its nominees, officers, agents, attorneys, and any other person whom the Agent may designate, as Debtor's attorneys-in-fact, with full power and authority to effect such adjustment, compromise and/or settlement and to endorse any drafts drawn by an insurer of its Collateral or any part thereof and to do everything reasonably necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance. Unless the Agent elects to adjust, compromise or settle losses as aforesaid, any adjustment, compromise and/or settlement of any losses under any insurance shall be made by Debtor subject to final approval of the Agent. Net insurance proceeds received by the Agent under the provisions hereof or under any policy of insurance covering the Collateral or any part thereof shall be applied to the reduction of the Secured Obligations (whether or not then due) in the manner set forth in the Credit Agreement; *provided, however*, that the Agent may in its sole discretion release any or all such insurance proceeds to the applicable Debtor. All insurance proceeds shall be subject to the lien and security interest of the Agent hereunder.

Unless Debtor provides the Agent with evidence of the insurance coverage required by this Agreement, the Agent may purchase insurance at Debtor's expense to protect the Agent's interests in the Collateral. This insurance may, but need not, protect Debtor's interests in its Collateral. The coverage purchased by the Agent may not pay any claims that Debtor makes or any claim that is made against Debtor in connection with the Collateral. Debtor may later cancel any such insurance purchased by the Agent, but only after providing the Agent with evidence that

Debtor has obtained insurance as required by this Agreement. If the Agent purchases insurance for Debtor's Collateral, Debtor will be responsible for the costs of that insurance, including interest and any other charges that the Agent may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Secured Obligations secured hereby. The costs of the insurance may be more than the cost of insurance Debtor may be able to obtain on its own.

(i) Debtor shall at all times allow the Agent and its representatives free access to and right of inspection of its Collateral; *provided* that, unless an Event of Default exists, any such access or inspection shall only be required upon reasonable notice to Debtor and during Debtor's normal business hours.

(j) If any of its Collateral is in the possession or control of any of Debtor's agents or processors and the Agent so requests, then Debtor agrees to notify such agents or processors in writing of the Agent's security interest therein and instruct them to hold all such Collateral for the Agent's account and subject to the Agent's instructions in accordance with this Agreement. Debtor shall, upon the request of the Agent, authorize and instruct all bailees and other parties, if any, at any time processing, labeling, packaging, holding, storing, shipping or transferring all or any part of its Collateral to permit the Agent and its representatives to examine and inspect any of such Collateral then in such party's possession and to verify from such party's own books and records any information concerning such Collateral or any part thereof which the Agent or its representatives may seek to verify. As to any premises not owned by Debtor wherein any of its Collateral is located, Debtor shall, at the Agent's request, use reasonable efforts to cause each party having any right, title or interest in, or lien on, any of such premises to enter into an agreement (any such agreement to contain a legal description of such premises) whereby such party disclaims any right, title and interest in, and lien on, such Collateral and allows the removal of such Collateral by the Agent and is otherwise in form and substance acceptable to the Agent;

(k) Debtor agrees from time to time to deliver to the Agent such evidence of the existence, identity and location of its Collateral and of its availability as collateral security pursuant hereto (including, without limitation, schedules describing all Receivables created or acquired by Debtor, copies of customer invoices or the equivalent and original shipping or delivery receipts for all merchandise and other goods sold or leased or services rendered, together with Debtor's warranty of the genuineness thereof, and reports stating the book value of Inventory and Equipment by major category and location), in each case as the Agent may request. The Agent shall have the right to verify all or any part of the Collateral in any reasonable manner, and through any reasonable medium (including, without limitation, the verification of Collateral by use of a fictitious name), and Debtor agrees to furnish all assistance and information, and perform any acts, which the Agent may require in connection therewith. Debtor shall promptly notify the Agent of any Collateral which Debtor has determined to have been rendered obsolete, stating the prior book value of such Collateral, its type and location.

(l) Debtor shall comply with the terms and conditions of all leases, easements, right-of-way agreements and other similar agreements binding upon Debtor or affecting its Collateral or any part thereof, and all orders, ordinances, laws and statutes of any city, state or other governmental entity, department, or agency having jurisdiction with respect to the premises

wherein such Collateral is located or the conduct of business thereon, except where any such non-compliance, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect or result in a Lien upon any of its Property.

(m) Schedule C attached hereto contains a true, complete, and current listing of all patents, trademarks, tradestyles, copyrights, and other intellectual property rights (including all registrations and applications therefor) owned by Debtor as of the date hereof that are registered with any governmental authority. Debtor shall notify the Agent in writing of any additional intellectual property rights acquired or arising after the date hereof that are registered with any Governmental Authority, and shall submit to the Agent a supplement to Schedule C to reflect such additional rights (provided Debtor's failure to do so shall not impair the Agent's security interest therein) within thirty (30) days of any such acquisition. Debtor owns or possesses rights to use all franchises, licenses, patents, trademarks, trade names, tradestyles, copyrights, and rights with respect to the foregoing which are required to conduct its business. No event has occurred which permits, or after notice or lapse of time or both would permit, the revocation or termination of any such rights, and Debtor is not liable to any person for infringement under applicable law with respect to any such rights as a result of its business operations.

(n) Schedule F attached hereto contains a true, complete and current listing of all Commercial Tort Claims held by Debtor as of the date hereof, each described by reference to the specific incident giving rise to the claim. Debtor agrees to execute and deliver to the Agent a supplement to this Agreement in the form attached hereto as Schedule G, or in such other form as may be acceptable to the Agent, within thirty (30) days of becoming aware of any other Commercial Tort Claim held or maintained by Debtor arising after the date hereof (provided such Debtor's failure to do so shall not impair the Agent's security interest therein).

(o) Debtor agrees to execute and deliver to the Agent such further agreements, assignments, instruments, and documents and to do all such other things as the Agent may reasonably request to assure the Agent its lien and security interest hereunder, including, without limitation, (i) such financing statements, and amendments thereof or supplements thereto, and such other instruments and documents as the Agent may from time to time require in order to comply with the UCC and any other applicable law, (ii) such agreements with respect to patents, trademarks, copyrights, and similar intellectual property rights as the Agent may from time to time require to comply with the filing requirements of the United States Patent and Trademark Office and the United States Copyright Office, and (iii) such control agreements with respect to Deposit Accounts, Investment Property, Letter-of-Credit Rights, and electronic Chattel Paper, and to use reasonable efforts to cause the relevant depository institutions, financial intermediaries, and issuers to execute and deliver such control agreements, as the Agent may from time to time require. Debtor hereby agrees that a carbon, photographic or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Agent without notice thereof to Debtor wherever the Agent in its sole discretion desires to file the same. Debtor hereby authorizes the Agent to file any and all financing statements covering the Collateral or any part thereof as the Agent may require, including financing statements describing the Collateral as "all assets" or "all personal property" or words of like meaning. The Agent may order lien searches from time to time against Debtor and the Collateral, and Debtor shall reimburse the Agent for all reasonable costs and expenses

incurred in connection with such lien searches upon request by Agent. In the event for any reason the law of any jurisdiction other than Wisconsin becomes or is applicable to the Collateral or any part thereof, or to any of the Secured Obligations, Debtor agrees to execute and deliver all such instruments and documents and to do all such other things as the Agent in its deems reasonably necessary or appropriate to preserve, protect, and enforce the lien and security interest of the Agent under the law of such other jurisdiction. .

(p) The Agent may, in its discretion at any time and from time to time, at the Debtors' expense, pay any amount or do any act required of any Debtor hereunder or otherwise lawfully requested by the Agent to (a) enforce any Loan Document or collect any Secured Obligations; (b) protect, insure, maintain, or realize upon any Collateral; or (c) defend or maintain the validity or priority of the Agent's Liens in any Collateral, including any payment of a judgment, insurance premium, warehouse charge, finishing or processing charge, or landlord claim, or any discharge of a Lien. All reasonable payments, costs, and expenses of the Agent under this Section shall be payable by the Debtor upon demand, shall constitute additional Secured Obligations secured hereby, and shall bear interest from the date incurred to the date of payment thereof at the rate specified in Section 2.10 of the Credit Agreement (such rate per annum being hereinafter referred to as the "*Default Rate*"). Any payment made or action taken by the Agent under this Section shall be without prejudice to any right to assert an Event of Default or to exercise any other rights or remedies under the Loan Documents. No payment made or action taken by the Agent under this Section shall in any way obligate the Agent to take any further or future action with respect thereto. The Agent, in making any payment hereby authorized, may do so according to any bill, statement or estimate procured from the appropriate public office or holder of the claim to be discharged without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim. The Agent is hereby authorized to charge any account of any Debtor maintained with the Agent for the amount of such sums and amounts so expended.

Section 4. Special Provisions Re: Receivables.

(a) As of the time any Receivable of any Debtor becomes subject to the security interest provided for hereby, and at all times thereafter until collected or otherwise disposed of as permitted under this Agreement, Debtor shall be deemed to have warranted as to each and all of such Receivables that all warranties of Debtor set forth in this Agreement are true and correct with respect to each such Receivable; that each Receivable of Debtor and all papers and documents relating thereto are genuine and in all respects what they purport to be; that each Receivable of Debtor is valid and subsisting; that no such Receivable is evidenced by any Instrument or Chattel Paper unless such Instrument or Chattel Paper has theretofore been endorsed by Debtor and delivered to the Agent (except to the extent the Agent specifically requests Debtor not to do so with respect to any such Instrument or Chattel Paper); that no surety bond was required or given in connection with such Receivable or the contracts or purchase orders out of which the same arose; that the amount of such Receivable represented as owing is the correct amount actually and unconditionally owing, except for normal cash discounts on normal trade terms in the ordinary course of business; and that the amount of such Receivable represented as owing is not disputed and is not subject to any set-offs, credits, deductions or countercharges, other than those arising in the ordinary course of Debtor's business which are

disclosed to the Agent in writing promptly upon Debtor becoming aware thereof. Without limiting the foregoing, if any Receivable of any Debtor arises out of a contract with the United States of America, or any state or political subdivision thereof, or any department, agency or instrumentality of any of the foregoing, at the Agent's request, Debtor agrees to execute whatever instruments and documents are required by the Agent in order that such Receivable shall be assigned to the Agent and that proper notice of such assignment shall be given under the federal Assignment of Claims Act (or any successor statute) or any similar state or local statute, as the case may be.

(b) Unless and until an Event of Default occurs, any merchandise or other goods which are returned by a customer or account debtor or otherwise recovered may be resold by the applicable Debtor in the ordinary course of its business as presently conducted in accordance with Section 6(b) hereof; and, during the existence of any Event of Default, such merchandise and other goods shall be set aside at the request of the Agent and held by Debtor as trustee for the Agent and shall remain part of the Agent's Collateral. Unless and until an Event of Default occurs, Debtor may settle and adjust disputes and claims with its customers and account debtors, handle returns and recoveries and grant discounts, credits and allowances in the ordinary course of its business as presently conducted for amounts and on terms which Debtor in good faith considers advisable; and, during the existence of any Event of Default, Debtor shall notify the Agent promptly of all returns and recoveries and, on the Agent's request, deliver any such merchandise or other goods to the Agent. During the existence of any Event of Default, Debtor shall also notify the Agent promptly of all disputes and claims and settle or adjust them at no expense to the Agent, but no discount, credit or allowance other than on normal trade terms in the ordinary course of business as presently conducted shall be granted to any customer or account debtor and no returns of merchandise or other goods shall be accepted by Debtor without the Agent's consent during the existence of any Event of Default. The Agent may, at all times during the existence of any Event of Default, settle or adjust disputes and claims directly with customers or account debtors for amounts and upon terms which the Agent considers advisable.

(c) Unless delivered to the Agent or its agent, all tangible Chattel Paper and Instruments shall contain a legend acceptable to the Agent indicating that such Chattel Paper or Instrument is subject to the security interest of the Agent contemplated by this Agreement.

Section 5. Collection of Receivables.

(a) Except as otherwise provided in this Agreement, Debtor shall make collection of all of its Receivables and may use the same to carry on its business in accordance with sound business practice and otherwise subject to the terms hereof.

(b) Whether or not an Event of Default has occurred and is continuing, and whether or not the Agent has exercised any or all of its rights under other provisions of this Section 5, in the event the Agent requests any Debtor to do so:

(i) all Instruments and Chattel Paper at any time constituting part of the Receivables of Debtor or any other Collateral of Debtor (including any postdated checks)

shall, upon receipt by Debtor, be immediately endorsed to and deposited with the Agent; and/or

(ii) Debtor shall instruct all customers and account debtors to remit all payments in respect of such Receivables or any other such Collateral to a lockbox or lockboxes under the sole custody and control of the Agent and which are maintained at post office(s) in Chicago, Illinois selected by the Agent.

(c) If an Event of Default has occurred and is continuing, and whether or not the Agent has exercised any or all of its rights under other provisions of this Section 5, the Agent or its designee may notify Debtor's customers and account debtors that Receivables or any other Collateral have been assigned to the Agent or of the Agent's security interest therein, and either in its own name, or Debtor's name, or both, demand, collect (including, without limitation, through a lockbox analogous to that described in Section 5(b)(ii) hereof), receive, receipt for, sue for, compound and give acquittance for any or all amounts due or to become due on such Receivables or any other such Collateral, and in the Agent's discretion file any claim or take any other action or proceeding which the Agent may deem necessary or appropriate to protect or realize upon the security interest of the Agent in such Receivables or any other such Collateral.

(d) Any proceeds of Receivables or other Collateral transmitted to or otherwise received by the Agent pursuant to any of the provisions of Sections 5(b) or 5(c) hereof may be handled and administered by the Agent in and through a remittance account at the Agent, and Debtor acknowledges that the maintenance of such remittance account by the Agent is solely for the Agent's convenience and that Debtor does not have any right, title or interest in such remittance account or any amounts at any time standing to the credit thereof. The Agent may, after an Event of Default has occurred and is continuing, apply all or any part of any proceeds of Receivables or other Collateral received by it from any source to the payment of the Secured Obligations (whether or not then due and payable), such applications to be made in accordance with the Credit Agreement at such intervals as the Agent may from time to time in its discretion determine, but not less often than once each week. The Agent need not apply or give credit for any item included in proceeds of Receivables or other Collateral until the Agent has received final payment therefor at its office in cash or final solvent credits current in Chicago, Illinois, acceptable to the Agent as such. However, if the Agent does give credit for any item prior to receiving final payment therefor and the Agent fails to receive such final payment or an item is charged back to the Agent for any reason, the Agent may at its election in either instance charge the amount of such item back against the remittance account or any account of any Debtor maintained with the Agent, together with interest thereon at the Default Rate. Unless and until an Event of Default shall have occurred and be continuing, the Agent will release proceeds of Collateral which the Agent has not applied to the Secured Obligations as provided above from the remittance account from time to time promptly after receipt thereof. Debtor hereby indemnifies the Agent from and against all liabilities, damages, losses, actions, claims, judgments, costs, expenses, charges and reasonable attorneys' fees suffered or incurred by the Agent because of the maintenance of the foregoing arrangements; *provided, however*, that Debtor shall not be required to indemnify the Agent for any of the foregoing to the extent they arise from the gross negligence or willful misconduct of the Agent. The Agent shall have no liability or responsibility to Debtor for unknowingly accepting any check, draft or other order for payment of

money bearing the legend "payment in full" or words of similar import or any other restrictive legend or endorsement whatsoever or be responsible for determining the correctness of any remittance.

Section 6. Special Provisions Re: Inventory and Equipment.

(a) Debtor shall at its own cost and expense maintain, keep and preserve its Inventory in good and merchantable condition and keep and preserve its Equipment in good repair, working order and condition, ordinary wear and tear excepted.

(b) Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Agent, use, consume and sell its Inventory in the ordinary course of its business, but a sale in the ordinary course of business shall not under any circumstance include any transfer or sale in satisfaction, partial or complete, of a debt owing by Debtor.

(c) Debtor may, until an Event of Default has occurred and is continuing and thereafter until otherwise notified by the Agent, sell Equipment to the extent permitted under the Credit Agreement and subject to any applicable prepayment requirements thereof.

(d) As of the time any Inventory or Equipment of any Debtor becomes subject to the security interest provided for hereby and at all times thereafter until disposed of or sold as permitted under the Credit Agreement, Debtor shall be deemed to have warranted as to any and all of such Inventory and Equipment that all warranties of Debtor set forth in this Agreement are true and correct with respect to such Inventory and Equipment; that all of such Inventory and Equipment is located at a location set forth pursuant to Section 3(b) hereof; and that, in the case of Inventory, such Inventory is new and unused and in good and merchantable condition. Debtor warrants and agrees that no Inventory is or will be consigned to any other person without the Agent's prior written consent.

(e) Upon the Agent's request, Debtor shall at its own cost and expense cause the lien of the Agent in and to any portion of Debtor's Collateral subject to a certificate of title law to be duly noted on such certificate of title or to be otherwise filed in such manner as is prescribed by law in order to perfect such lien and shall cause all such certificates of title and evidences of lien to be deposited with the Agent.

(f) Except for Equipment from time to time located on the real estate described on Schedule D attached hereto and as otherwise disclosed to the Agent in writing, none of the Equipment is or will be attached to real estate in such a manner that the same could reasonably be expected to become a fixture.

(g) If any of the Inventory of any Debtor is at any time evidenced by a document of title, such document shall, upon Agent's request, be promptly delivered by Debtor to the Agent except to the extent the Agent specifically requests Debtor not to do so with respect to any such document.

Section 7. Special Provisions Re: Investment Property and Deposits.

(a) Unless and until an Event of Default has occurred and is continuing and thereafter until notified to the contrary by the Agent pursuant to Section 9(d) hereof:

(i) Debtor shall be entitled to exercise all voting and/or consensual powers pertaining to the Investment Property or any part thereof, for all purposes not inconsistent with the terms of this Agreement or any other document evidencing or otherwise relating to any Secured Obligations; and

(ii) Debtor shall be entitled to receive and retain all cash dividends and distributions paid upon or in respect of the Investment Property.

(b) All Investment Property (including all securities, certificated or uncertificated, securities accounts, and commodity accounts) of Debtor on the date hereof is listed and identified on Schedule E attached hereto and made a part hereof. Debtor shall notify the Agent of any other Investment Property acquired or maintained by Debtor after the date hereof within thirty (30) days of any such acquisition, and shall submit to the Agent a supplement to Schedule E to reflect such additional rights (provided Debtor's failure to do so shall not impair the Agent's security interest therein). Certificates for all certificated securities now or at any time constituting Investment Property shall be promptly delivered by each applicable Debtor to the Agent duly endorsed in blank for transfer or accompanied by an appropriate assignment or assignments or an appropriate undated stock power or powers, in every case sufficient to transfer title thereto including, without limitation, all stock received in respect of a stock dividend or resulting from a split-up, revision or reclassification of the Investment Property or any part thereof or received in addition to, in substitution of or in exchange for the Investment Property or any part thereof as a result of a merger, consolidation or otherwise. With respect to any uncertificated securities or any Investment Property held by a securities intermediary, commodity intermediary, or other financial intermediary of any kind, unless the Agent requests otherwise, Debtor shall execute and deliver, and shall cause any such issuer or intermediary to execute and deliver, an agreement among Debtor, the Agent, and such issuer or intermediary in form and substance satisfactory to the Agent which provides, among other things, for the issuer's or intermediary's agreement that it shall comply with entitlement orders, and apply any value distributed on account of any such Investment Property, as directed by the Agent without further consent by Debtor. The Agent may at any time, upon the occurrence of any Event of Default, cause to be transferred into its name or the name of its nominee or nominees all or any part of the Investment Property hereunder.

(c) Unless and until an Event of Default has occurred and is continuing, Debtor may sell or otherwise dispose of any of its Investment Property, *provided that* no Debtor shall sell or otherwise dispose of any capital stock of or other equity interests in any direct or indirect subsidiary without the prior written consent of the Agent. After the occurrence and during the continuation of any Event of Default, no Debtor shall sell all or any part of its Investment Property without the prior written consent of the Agent.

(d) Debtor represents that on the date of this Agreement, none of its Investment Property consists of margin stock (as such term is defined in Regulation U of the Board of

Governors of the Federal Reserve System) except to the extent Debtor has delivered to the Agent a duly executed and completed Form U-1 with respect to such stock. If at any time its Investment Property or any part thereof consists of margin stock, Debtor shall promptly so notify the Agent and deliver to the Agent a duly executed and completed Form U-1 and such other instruments and documents reasonably requested by the Agent in form and substance satisfactory to the Agent.

(e) Notwithstanding anything to the contrary contained herein, in the event any Investment Property is subject to the terms of a separate security agreement in favor of the Agent, the terms of such separate security agreement shall govern and control unless otherwise agreed to in writing by the Agent.

(f) All Deposit Accounts of Debtor on the date hereof are listed and identified (by account number and depository institution) on Schedule E attached hereto and made a part hereof. Other than deposit accounts opened or maintained in connection with a Permitted Acquisition ("Excepted Accounts"), Debtor shall promptly notify the Agent of any other Deposit Account opened or maintained by Debtor after the date hereof, and shall submit to the Agent a supplement to Schedule E to reflect such additional accounts (provided Debtor's failure to do so shall not impair the Agent's security interest therein). With respect to Excepted Accounts, Debtor shall notify the Agent of such being opened or maintained within thirty (30) days of the date of opening such account. With respect to any Deposit Account maintained by a depository institution other than BMO Harris Bank N.A., and as a condition to the establishment and maintenance of any such Deposit Account except as otherwise agreed to in writing by the Agent or in connection with the Excepted Accounts, each applicable Debtor, the depository institution, and the Agent shall execute and deliver an account control agreement in form and substance satisfactory to the Agent which provides, among other things, for the depository institution's agreement that it will comply with instructions originated by the Agent directing the disposition of the funds in the Deposit Account without further consent by Debtor.

Section 8. Power of Attorney. In addition to any other powers of attorney contained herein, Debtor hereby appoints the Agent, its nominee, and any other person whom the Agent may designate, as Debtor's attorney-in-fact, with full power and authority upon the occurrence and during the continuation of any Event of Default: (a) to sign Debtor's name on verifications of Receivables and other Collateral, in each case of Debtor; (b) to send requests for verification of Debtor's Collateral to Debtor's customers, account debtors and other obligors; (c) to endorse Debtor's name on any checks, notes, acceptances, money orders, drafts and any other forms of payment or security that may come into the Agent's possession or on any assignments, stock powers, or other instruments of transfer relating to Debtor's Collateral or any part thereof; (d) to sign the Debtor's name on any invoice or bill of lading relating to any of Debtor's Collateral, on claims to enforce collection of any such Collateral, on notices to and drafts against customers and account debtors and other obligors, on schedules and assignments of such Collateral, on notices of assignment and on public records; (e) to notify the post office authorities to change the address for delivery of Debtor's mail to an address designated by the Agent; (f) to receive, open and dispose of all mail addressed to Debtor; and (g) to do all things reasonably necessary to carry out this Agreement. Debtor hereby ratifies and approves all acts of any such attorney and agrees that neither the Agent nor any such attorney will be liable for any acts or omissions nor for any error

of judgment or mistake of fact or law other than such person's gross negligence or willful misconduct. The Agent may file one or more financing statements disclosing its security interest in any or all of the Collateral without Debtor's signature appearing thereon. Debtor also hereby grants the Agent a power of attorney to execute any such financing statements, or amendments and supplements to such financing statements, on behalf of Debtor without notice thereof to Debtor. The foregoing powers of attorney, being coupled with an interest, are irrevocable until the Secured Obligations have been fully paid and satisfied and all agreements of the Agent to extend credit to or for the account of the Borrower have expired or otherwise have been terminated.

Section 9. Defaults and Remedies.

(a) The occurrence of any "Event of Default" (as defined in the Credit Agreement) shall constitute an "*Event of Default*" hereunder.

(b) Upon the occurrence and during the continuation of any Event of Default, the Agent shall have, in addition to all other rights provided herein or by law, the rights and remedies of a Agent under the UCC (regardless of whether the UCC is the law of the jurisdiction where the rights or remedies are asserted and regardless of whether the UCC applies to the affected Collateral), and further the Agent may, without demand and without advertisement, notice, hearing or process of law, all of which Debtor hereby waives, at any time or times, sell and deliver all or any part of the Collateral (and any other property of any Debtor attached thereto or found therein) held by or for it at public or private sale, for cash, upon credit or otherwise, at such prices and upon commercially reasonable terms. In addition to all other sums due the Agent hereunder, the Borrower shall pay the Agent all reasonable costs and expenses incurred by the Agent and permitted under the UCC, including reasonable attorneys' fees and court costs, in obtaining, liquidating or enforcing payment of Collateral or the Secured Obligations or in the prosecution or defense of any action or proceeding by or against the Agent or any Debtor concerning any matter arising out of or connected with this Agreement or the Collateral or the Secured Obligations, including, without limitation, any of the foregoing arising in, arising under or related to a case under the United States Bankruptcy Code (or any successor statute). Any requirement of reasonable notice shall be met if such notice is personally served on or mailed, postage prepaid, to the Borrower in accordance with Section 11(c) hereof at least 10 days before the time of sale or other event giving rise to the requirement of such notice; *provided however*, no notification need be given to any Debtor if Debtor has signed, after an Event of Default has occurred, a statement renouncing any right to notification of sale or other intended disposition. The Agent shall not be obligated to make any sale or other disposition of the Collateral regardless of notice having been given. The Agent may be the purchaser at any such sale. Debtor hereby waives all of its rights of redemption from any such sale. The Agent may postpone or cause the postponement of the sale of all or any portion of the Collateral by announcement at the time and place of such sale, and such sale may, without further notice, be made at the time and place to which the sale was postponed or the Agent may further postpone such sale by announcement made at such time and place. The Agent has no obligation to prepare the Collateral for sale. The Agent may sell or otherwise dispose of the Collateral without giving any warranties as to the Collateral or any part thereof, including disclaimers of any warranties of title or the like, and

Debtor acknowledges and agrees that the absence of such warranties shall not render the disposition commercially unreasonable.

(c) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, the Agent shall have the right, in addition to all other rights provided herein or by law, to take physical possession of any and all of the Collateral and anything found therein, the right for that purpose to enter without legal process any premises where the Collateral may be found (provided such entry be done lawfully), and the right to maintain such possession on Debtor's premises (Debtor hereby agreeing to lease such premises without cost or expense to the Agent or its designee if the Agent so requests) or to remove Debtor's Collateral or any part thereof to such other places as the Agent may desire. Upon the occurrence and during the continuation of any Event of Default, the Agent shall have the right to exercise any and all rights with respect to all Deposit Accounts of Debtor, including, without limitation, the right to direct the disposition of the funds in each Deposit Account and to collect, withdraw and receive all amounts due or to become due or payable under each such Deposit Account. Upon the occurrence and during the continuation of any Event of Default, Debtor shall, upon the Agent's demand, promptly assemble its Collateral and make it available to the Agent at a place designated by the Agent. If the Agent exercises its right to take possession of the Collateral, then Debtor shall also at its expense perform any and all other steps requested by the Agent to preserve and protect the security interest hereby granted in the Collateral, such as placing and maintaining signs indicating the security interest of the Agent, appointing overseers for the Collateral and maintaining Collateral records.

(d) Without in any way limiting the foregoing, upon the occurrence and during the continuation of any Event of Default, all rights of any Debtor to exercise the voting and/or consensual powers which it is entitled to exercise pursuant to Section 7(a)(i) hereof and/or to receive and retain the distributions which it is entitled to receive and retain pursuant to Section 7(a)(ii) hereof, shall, at the option of the Agent, cease and thereupon become vested in the Agent, which, in addition to all other rights provided herein or by law, shall then be entitled solely and exclusively to exercise all voting and other consensual powers pertaining to the Investment Property (including, without limitation, the right to deliver notice of control with respect to any Investment Property held in a securities account or commodity account and deliver all entitlement orders with respect thereto) and/or to receive and retain the distributions which Debtor would otherwise have been authorized to retain pursuant to Section 7(a)(ii) hereof and shall then be entitled solely and exclusively to exercise any and all rights of conversion, exchange or subscription or any other rights, privileges or options pertaining to any Investment Property as if the Agent were the absolute owner thereof. Without limiting the foregoing, the Agent shall have the right to exchange, at its discretion, any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other readjustment of the respective issuer thereof or upon the exercise by or on behalf of any such issuer or the Agent of any right, privilege or option pertaining to any Investment Property and, in connection therewith, to deposit and deliver any and all of the Investment Property with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as the Agent may determine. In the event the Agent in good faith believes any of the Collateral constitutes restricted securities within the meaning of any applicable securities laws, any disposition thereof in compliance with such laws shall not render the disposition commercially unreasonable.

(e) Without in any way limiting the foregoing, and upon the occurrence and during the continuation of any Event of Default, Debtor hereby grants to the Agent a royalty-free irrevocable license and right to use all of Debtor's patents, patent applications, patent licenses, trademarks, trademark registrations, trademark licenses, trade names, trade styles, copyrights, copyright applications, copyright licenses, and similar intangibles in connection with any foreclosure or other realization by the Agent on all or any part of the Collateral. The license and right granted the Agent hereby shall be without any royalty or fee or charge whatsoever.

(f) The powers conferred upon the Agent hereunder are solely to protect its interest in the Collateral and shall not impose on it any duty to exercise such powers. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equivalent to that which the Agent accords its own property, consisting of similar type assets, it being understood, however, that the Agent shall have no responsibility for ascertaining or taking any action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any such Collateral, whether or not the Agent has or is deemed to have knowledge of such matters. This Agreement constitutes an assignment of rights only and not an assignment of any duties or obligations of any Debtor in any way related to the Collateral, and the Agent shall have no duty or obligation to discharge any such duty or obligation. Except as required by the UCC, the Agent shall have no responsibility for taking any necessary steps to preserve rights against any parties with respect to any Collateral or initiating any action to protect the Collateral against the possibility of a decline in market value. Neither the Agent nor any party acting as attorney for the Agent shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law other than their gross negligence or willful misconduct.

(g) Failure by the Agent to exercise any right, remedy or option under this Agreement or any other agreement between any Debtor and the Agent or provided by law, or delay by the Agent in exercising the same, shall not operate as a waiver; and no waiver by the Agent shall be effective unless it is in writing and then only to the extent specifically stated. The rights and remedies of the Agent under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Agent may have.

Section 10. Application of Proceeds. The proceeds and avails of the Collateral at any time received by the Agent after the occurrence and during the continuation of any Event of Default shall, when received by the Agent in cash or its equivalent, be applied by the Agent as follows:

(i) first, to the payment and satisfaction of all sums paid and costs and expenses incurred by the Agent hereunder or otherwise in connection herewith, including such monies paid or incurred in connection with protecting, preserving or realizing upon the Collateral or enforcing any of the terms hereof, including reasonable attorneys' fees and court costs, together with any interest thereon (but without preference or priority of principal over interest or of interest over principal), to the extent the Agent is not reimbursed therefor by Debtor; and

(ii) second, to the payment and satisfaction of the remaining Secured Obligations in the order provided in the Credit Agreement.

Debtor shall remain liable to the Agent for any deficiency. Any surplus remaining after the full payment and satisfaction of the foregoing shall be returned to the Borrower or to whomsoever the Agent reasonably determines is lawfully entitled thereto.

Section 11. Miscellaneous.

(a) This Security Agreement supersedes and replaces any prior security agreement between the parties or their predecessors, including without limitation that certain Security Agreement dated as of March 31, 2011 by and between Debtor and M&I Marshall & Ilsley Bank. This Security Agreement shall be a continuing agreement in every respect and shall remain in full force and effect until all of the Secured Obligations, both for principal and interest, have been fully paid and satisfied and all agreements of the Secured Parties to extend credit to or for the account of the Borrower have expired or otherwise have been terminated. Upon such termination of this Agreement, the Agent shall, upon the request and at the expense of the Borrower, forthwith release its security interest hereunder.

(b) This Agreement cannot be changed or terminated orally. All of the rights, privileges, remedies and options given to the Agent hereunder shall inure to the benefit of its successors and assigns, and all the terms, conditions, covenants, agreements, representations and warranties of and in this Agreement shall bind Debtor and its legal representatives, successors and assigns, provided that Debtor may not assign its rights or delegate its duties hereunder without the Agent's prior written consent.

(c) Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by telecopy) and shall be given to the relevant party at its address or telecopier number set forth below (or, if no such address is set forth below, at the address of Debtor as shown on the records of the Agent), or such other address or telecopier number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by telecopy or by other telecommunication device capable of creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

To the Debtor at:

Total Administrative Services Corporation
2302 International Lane
Madison, Wisconsin 53704
Attention: Steven Cable
Telephone: (608) 316-2526
Fax: (608) 661-9546

with a copy to:

Lichtsinn & Haensel, S.C.

111 East Wisconsin Avenue
Suite 1800
Attention: Reggie L. Wegner, Esq.
Telephone: (414) 276-3400
Telecopy/Fax: (414) 276-9278
Email: rwegner@lhlawfirm.com

To the Agent at:

BMO Harris Bank N.A.
1 West Main Street
Madison, Wisconsin 53703
Attention: Kirt Soukup
Telephone: (608) 252-5917
Telecopy/Fax: (608) 283-5713
Email: kirt.soukup@bmo.com

With copy to:

Michael Best & Friedrich LLP
One South Pinckney Street
Suite 700
Madison, Wisconsin 53703
Attention: Michael S. Green, Esq.
Telecopy/Fax: (608) 283-2275
Email: msgreen@michaelbest.com

Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the telecopier number specified in this Section and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

(d) In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such locations where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

(e) This Agreement shall be deemed to have been made in the State of Wisconsin and shall be governed by, and construed in accordance with, the laws of the State of Wisconsin. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

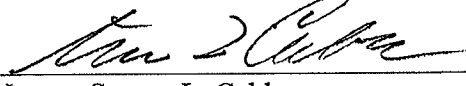
(f) This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument. Debtor acknowledges that this Agreement is and shall be effective upon its execution and delivery to the Agent, and it shall not be necessary for the Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(g) Debtor and Agent hereby submit to the non-exclusive jurisdiction of the United States District Court for the Western District of Wisconsin and of any Wisconsin state court sitting in the City of Madison for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Debtor and Agent each irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient form. Debtor and the Agent each hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

[Signature Page to Follow]

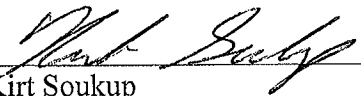
In Witness Whereof, Debtor has caused this General Security Agreement to be duly executed and delivered in Madison, Wisconsin, as of the day and year first above written.

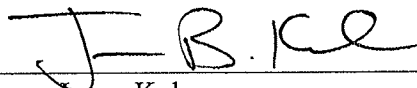
Total Administrative Services Corporation

By: 
Name: Steven L. Cable
Title: Chief Financial Officer

Accepted and agreed to in Madison, Wisconsin, as of the day and year first above written.

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Kirt Soukup
Title: Senior Vice President

By: 
Name: Jason Kobs
Title: Vice President

[Signature page to General Security Agreement]

Schedule A

Locations; Organization Numbers

- Item 1. Places of Business (including Debtor's chief executive office and principal place of business):

See Schedule 2 of Perfection Certificate executed by Debtor on date even herewith ("Perfection Certificate").

- Item 2. Permitted Collateral Locations:

See Schedules 2 and 3 of Perfection Certificate.

- Item 3. Organizational Registration Numbers

See Schedules 1(a) of Perfection Certificate.

Schedule B

Other Names

A. Prior Legal Names

See Schedule 1(b) of Perfection Certificate.

B. Trade Names

See Schedule 1(b) of Perfection Certificate.

Schedule C

Intellectual Property Rights

See Schedules 7(a) and 7(b) of Perfection Certificate.

Schedule D

Real Estate Legal Descriptions

See Schedule 3 of Perfection Certificate.

Schedule E

Investment Property and Deposits

A. Investment Property

See Schedule 6 of Perfection Certificate.

B. Deposits

See Schedule 6 of Perfection Certificate.

Schedule F

Commercial Tort Claims

See Schedule 8 of Perfection Certificate.

Schedule G

Supplement to Security Agreement

This Supplement to Security Agreement (the "*Supplement*") is dated as of this ____ day of _____, 2014, from Total Administrative Services Corporation, a Wisconsin corporation (the "*Debtor*"), to BMO Harris Bank N.A., as Administrative Agent (the "*Agent*").

Preliminary Statements

A. The Debtor and the Agent are parties to that certain General Security Agreement dated as of March 13, 2014 (such General Security Agreement, as the same may from time to time be amended, modified or restated, being hereinafter referred to as the "*Security Agreement*"). All capitalized terms used herein without definition shall have the same meanings herein as such terms are defined in the Security Agreement.

B. Pursuant to the Security Agreement, the Debtor granted to the Agent, for the ratable benefit of the Secured Parties, among other things, a continuing security interest in all Commercial Tort Claims.

C. The Debtor has acquired a Commercial Tort Claim, and executes and delivers this Supplement to confirm and assure the Agent's security interest therein.

Now, therefore, in consideration of the benefits accruing to the Debtor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. In order to secure payment of the Secured Obligations, whether now existing or hereafter arising, the Debtor does hereby grant to the Agent, for the ratable benefit of the Secured Parties, a continuing lien on and security interest in the Commercial Tort Claim described below:

2. Schedule F (Commercial Tort Claims) to the Security Agreement is hereby amended to include reference to the Commercial Tort Claim referred to in Section 1 above. The Commercial Tort Claim described herein is in addition to, and not in substitution or replacement for, the Commercial Tort Claims heretofore described in and subject to the Security Agreement, and nothing contained herein shall in any manner impair the priority of the liens and security interests heretofore granted by the Debtor in favor of the Agent, for the ratable benefit of the Secured Parties, under the Security Agreement.

3. The Debtor agrees to execute and deliver such further instruments and documents and do such further acts and things as the Agent may deem necessary or proper to carry out more effectively the purposes of this Supplement.

4. No reference to this Supplement need be made in the Security Agreement or in any other document or instrument making reference to the Security Agreement, any reference to the Security Agreement in any of such items to be deemed a reference to the Security Agreement as supplemented hereby. The Debtor acknowledges that this Supplement shall be effective upon its execution and delivery by the Debtor to the Agent, and it shall not be necessary for the Agent to execute this Supplement or any other acceptance hereof or otherwise to signify or express its acceptance hereof.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (without regard to principles of conflicts of law).

Total Administrative Services Corporation

By: _____
Name: Steven L. Cable
Title: Chief Financial Officer

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INTELLECTUAL PROPERTY

PATENTS OWNED BY THE COMPANIES

Total Administrative Services Corporation: NO PATENTS OWNED OR APPLIED FOR.

TASC Properties, LLC: NO PATENTS OWNED OR APPLIED FOR.

OWNED REGISTERED TRADEMARKS

TASC Properties, LLC: NO TRADEMARKS REGISTERED OR APPLIED FOR.

Total Administrative Services Corporation:

U.S. Trademark Registrations

<u>Grantor</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
<u>USPTO</u>	<u>Agriplan</u>	<u>9/13/2011</u>	<u>3523409</u>
<u>USPTO</u>	<u>BizPlan</u>	<u>10/28/2009</u>	<u>4025522</u>
<u>USPTO</u>	<u>COBRAToday</u>	<u>11/11/2008</u>	<u>3523541</u>
<u>USPTO</u>	<u>DirectPay</u>	<u>12/21/2010</u>	<u>3530175</u>
<u>USPTO</u>	<u>ERISAEEdge</u>	<u>10/28/2008</u>	<u>3892012</u>
<u>USPTO</u>	<u>FlexSystem</u>	<u>7/5/2011</u>	<u>3523539</u>
<u>USPTO</u>	<u>FMLAMatters</u>	<u>2/5/2013</u>	<u>3987683</u>
<u>USPTO</u>	<u>MyService Center</u>	<u>9/25/2012</u>	<u>4284655</u>
<u>USPTO</u>	<u>MyBenefits.MyCash.My Way</u>	<u>10/28/2008</u>	<u>4212435</u>
<u>USPTO</u>	<u>TASC & Design</u>		<u>3523474</u>

LICENSES

Total Administrative Services Corporation: NOT PARTY TO A LICENSE/SUBLICENSE OF A PATENT/REGISTERED TRADEMARK THAT IS MATERIAL TO ITS BUSINESS.

TASC Properties, LLC: NOT PARTY TO A LICENSE/SUBLICENSE OF A PATENT/REGISTERED TRADEMARK.

INTELLECTUAL PROPERTY

REGISTERED COPYRIGHTS OWNED BY COMPANY AND EACH SUBSIDIARY

TASC Properties, LLC: NO COPYRIGHTS REGISTERED OR APPLIED FOR.

Total Administrative Services Corporation: NO COPYRIGHTS REGISTERED OR APPLIED FOR.

LICENSES

Total Administrative Services Corporation: NOT PARTY TO A LICENSE/SUBLICENSE OF A REGISTERED COPYRIGHT THAT IS MATERIAL TO ITS BUSINESS.

TASC Properties, LLC: NOT PARTY TO A LICENSE/SUBLICENSE OF A REGISTERED COPYRIGHT.